

163. In considerable number?—That I cannot say, but there were undoubtedly people who left there through not being able to get the land.

*Mr. Hutchison.*] I am going to complete the evidence as to clause 33 by putting in further correspondence since July, 1892, on the subject [Exhibit No. 73 put in]; and also the correspondence as to extension of time [Exhibit No. 74 put in], except the opinions and remarks thereon.

*Sir R. Stout:* That is the opinion of the Law Officers. We do not object to its being seen.

Hon. E. BLAKE: We go back to mining reserves, anterior to 1892, and you put in two papers now put in as Exhibit No. 75. A list of Proclamations relating to mining reserves up to July, 1892. [Exhibit No. 76.]

164. *Mr. Hutchison.*] That is the position indicated by the petition under the various heads of grievances?—Yes.

165. Will you tell the Court the position of the works and their construction from the point where you left off?

Hon. E. BLAKE: He gave the history of the early construction of the work.

*Witness:* I might give you a list, perhaps. We had entered on a contract for the construction of the Reefton line. We began the Nelson Creek to Ahaura on the 20th July, 1889—that is, part of the section up to Reefton. We began the Ahaura to Reefton on the 14th November, 1889. We opened for traffic to Ahaura on the 14th May, 1890; to Totara Flat on the 31st December, 1890; to Mawheraiti, 27th July, 1891; Tawhai, 28th September, 1891; Reefton, 15th February, 1892. Then on the east and west line—that is, towards Jackson's—we began there, Kimata to Stony Creek, on the 13th February, 1890, and completed it on the 9th March, 1891. We began Stony Creek to Moana, July, 1891; and Moana to Jackson's, February, 1892. We opened for traffic to Moana, on the 6th September, 1892; to Paeroa, 11th October, 1893; and Jackson's, 13th March, 1894. That is the list of the work we have done. Since then we have been adjusting surveys, and we had to attend to the maintenance of certain points which I knew would have to be attended to later on, where the rivers were cutting in on the land, and I wanted to see the effect of the work before finishing.

166. *Mr. Hutchison.*] Was there any work connected with construction?—Yes—that was practical construction.

*Sir R. Stout.*] Maintenance?—It was not maintenance in this sense. It was work done out of capital; it was a protection which I knew must be done, and I waited to see how the river would act before leaving the work.

Hon. E. BLAKE: It is what is called betterments.

*Witness:* I completed the surveys between Stillwater and Springfield.

167. *Mr. Hutchison:* I do not know that you have mentioned any works on the east side?—No, but we did some; we completed the works from Springfield to Patterson's Creek, which included an expenditure of about £70,000; that was during 1889.

[*Sir R. Stout* here said he did not object to a reference proposed to be made to Mr. Young.]

*Witness:* We let the contract in 1889, and completed about the end of 1893. It is known as the Springfield Contract. We also commenced the expenditure on the Belgrove to Nelson Section, and from Belgrove, on the Government line, to Spooner's Range, and completed it, including the tunnel through Spooner's Range so far as earthworks were concerned, but not the other part. We expended—

168. Was that the last in 1894?—Jackson's was in 1894. Of course, we had to complete other portions; the Belgrove section was finished about the same time.

169. Since about March, 1894, you have not done anything in the way of surveys or anything in the way of construction?—No, not any construction.

170. Just one more point outstanding in reference to the evidence you have already given. Going back in respect to the applications under clause 33, was there any special difficulty in respect to the Tadmor district?—The question that has been raised about the Tadmor district is as to whether that part of the country has at all come under clause 33, as being land west of the main range, or under section 26, as being on the eastern side of the range. It is rather a point at issue. I think, however, that I have stated the position of the country. I think myself, of course, that is mainly a question of evidence.

*Mr. Hutchison:* And you are a member of the Geographical Society?—Yes.

*Witness:* The main range of the country runs with an easterly trend in the Pelorus Sound direction, and has the same geological formation; it crosses Cook Strait to the East Cape. There is a mountain-range running into the west side of Blind Bay, but that is merely a spur from the main range, and there is a break in the geological formation that shows it is a spur.

171. Hon. E. BLAKE.] Is there much more: it seems rather a large subject?—It is merely a question as to whether our dealing with this clause 33 was a fair one, or a straining against the company. There were many applicants, and we are blamed for preventing settlement.

Hon. E. BLAKE: That does not matter.

172. *Mr. Hutchison.*] The area within which clause 33 has operation is on the western side of the main range?—Yes; I believe the point could be easily settled by a reference to the late Surveyor-General, who has a map of the country.

*Mr. Hutchison:* He may or may not be able to say. I propose to ask the witness whether, while in attendance on the Committee in 1892, he heard Mr. Seddon say certain things. I understood from my friend's opening that he was going to show what the advocate of the company said. This is a statement of the advocate of the other side. For convenience I read the passage in my opening.

*Sir R. Stout:* You may assume that what appears in the printed proceedings is what was said.

*Mr. Hutchison:* I am not going to put in the whole of Mr. Seddon's speech. My friend can do that.

*Sir R. Stout:* I do not think it is admissible or binding on the Crown at all. That is my objection.